



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012



MARK J. SALADINO

TREASURER AND TAX COLLECTOR

October 11, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 October 11, 2011

Sachi A. Hamai

SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACT FOR
SPECIAL TAX CONSULTING SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Treasurer and Tax Collector (TTC) issued a Request for Proposal (RFP) to solicit proposals for Special Tax Consulting Services. The TTC is recommending approval and Contract award to David Taussig & Associates, Inc. (Taussig).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and instruct the Mayor to sign the attached Contract with Taussig for the provision of Special Tax Consulting Services for a term of three (3) years (Term), commencing November 1, 2011, or upon the date of Board's approval, whichever is later, with an annual maximum amount not to exceed \$42,500 (Contract Sum).
2. Delegate authority to the TTC to prepare and execute future amendments to extend the Contract for a maximum of two (2) one-year and six (6) month-to-month extensions at the option of the TTC in accordance with the Term of the Contract.
3. Delegate authority to the TTC to prepare and execute future amendments to modify the terms of the Statement of Work (SOW) that do not materially alter the Contract, and/or add/change certain terms and conditions in the Contract, as required by the Board or Chief Executive Office (CEO), provided County Counsel's (Counsel) approval is obtained prior to execution of such amendments and approve, if necessary, any assignment and delegation of services performed by Taussig in order to ensure the continuation of Special Tax Consulting Services necessary to meet the TTC's

mandated operations.

4. Delegate authority to the TTC to execute amendments to increase the Contract Sum during a contract year by not more than: a) 10% based on specific increases in workload; b) \$10,000 for additional services, specifically, to provide support for continuing disclosure reports, additional administrative requirements, or other special projects; c) \$5,000 for each additional Board approved Community Facilities District (CFD); d) \$2,500 for each additional Board approved 1915 Act County Improvement District (CI); and/or e) \$7,500 for each additional Board approved 1911 Act CI, or decrease the Contract Sum by the corresponding amount provided in the Contract for removal of any CFD or CI during the Contract year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board, acting as the legislative body of the County, has created a number of CFDs in accordance with the Mello-Roos Communities Facilities Act of 1982 (Mello-Roos), two (2) CIs in accordance with the 1915 Act, and one (1) CI issued under the 1911 Act where assessments are billed to and collected from the property owners separately from the secured tax roll. The Board, on behalf of various districts, has authorized bonds to be issued and repaid from the levy and collection of annual special taxes and assessments placed on the properties located within the respective CFDs and CIs.

The TTC, on behalf of the CFDs and CIs, is responsible for administering these districts. The duties, which include identifying, calculating, and reporting the special tax levies and assessments have been performed under a Contract with Taussig since March 2006. The current Contract expires on November 15, 2011. The proposed Contract with Taussig will ensure continuation of the Special Tax Consulting Services for the TTC without interruption.

Implementation of Strategic Plan Goals

The approval of this Contract is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. The recommended Contract provides for ongoing contractual Special Tax Consulting Services, which supports mandated operations of the TTC.

FISCAL IMPACT/FINANCING

The maximum Contract expenditure for the first year is \$42,500. There is no impact to the General Fund as the cost of the proposed Contract will be financed through administrative charges on the CFDs and CIs. The special tax and assessment levies have been developed to include administrative charges. Therefore, there is no net County cost for this Contract. Funding has been included in the Fiscal Year 2011-2012 Adopted Budget. Funds required for subsequent years will be included in each year's special tax or assessment levy request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The TTC has utilized a contractor to provide Special Tax Consulting Services since 1998. The Contract contains the County's required provisions, including the requirement for the Contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process, the

consideration of qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Program, Safely Surrendered Baby Law, Contractor notification to the County when Contract is within six (6) months from expiration of Term and/or when the Contractor has incurred seventy-five percent (75%) of the Contract Sum, and Contractor's compliance with the Defaulted Property Tax Reduction Program. The TTC does not anticipate requesting Taussig perform services that exceed the Contract Sum, Statement of Work, or Term of the Contract.

The recommended Contract with Taussig shall commence on November 1, 2011, or upon the date of Board's approval, whichever is later, with two (2) one-year and six (6) month-to-month extensions at the option of the TTC in accordance with the Term of the Contract, for a maximum term of five (5) years and six (6) months. The Contractor is in compliance with all Board, CEO, and Counsel's requirements.

The Contract expressly provides that the County has no obligation to pay for expenditures by Taussig that exceed the maximum Contract Sum. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance. The attached Contract with Taussig has been reviewed and approved as to form by Counsel.

CONTRACTING PROCESS

The TTC released the RFP for Special Tax Consulting Services on June 10, 2011. The RFP was released to nine (9) prospective proposers via U.S. Mail; the prospective proposers are listed in Attachment I. A notice of the RFP was posted on the TTC Website and the Los Angeles County Bid Website (Attachment II) of registered vendors under the commodity code for Consulting Services - Finance/Economics, which notified automatically 500 prospective vendors via email, thereby maximizing the TTC's outreach to potential proposers.

Two (2) firms responded with a Proposal by the due date of July 15, 2011. These firms were Taussig and Willdan Financial Services (Willdan). The two (2) Proposals were evaluated based on the Evaluation Methodology for Proposals (Informed Averaging) and rated by an Evaluation Committee according to their responsiveness to criteria included in the RFP.

The Proposal submitted by Taussig was the highest ranked, lowest cost, and most responsive and responsible of the Proposals evaluated. Taussig met all of the minimum RFP requirements and its Proposal was complete and detailed. The Proposal clearly demonstrated that Taussig has a good understanding of the scope of work to be performed and the complexity of the TTC's service requirements. Taussig has verifiable experience providing Special Tax Consulting Services as required by the TTC.

Taussig took exception to certain standard provisions in the County's Contract, specifically Compliance to Applicable Law, Indemnification and Liquidated Damages. These provisions were revised after negotiations between Counsel and legal counsel for Taussig to include clarification of Taussig's duties to indemnify the County and the legal standards that would be the basis for any actions taken by the County.

Under the Liquidated Damages section the County will first be required to deduct amounts in controversy on a pro rata basis from Contractor's invoices and pay undisputed amounts. Otherwise, the County must make a demand within five (5) days, at which time the County may complete the work itself or retain a separate private contractor. Only after these two (2) attempts to cure

deficiencies have proven unsuccessful may the County then deduct Liquidated Damages. During negotiations, the Crime Insurance Coverage limit was adjusted to a lower limit of \$350,000 per occurrence to correspond with the estimated reduced financial exposure due in part to the utilization of a lockbox service. This negotiated lower limit was reviewed and approved by the CEO's Risk Management Operations.

None of the changes negotiated are believed to have a material, negative impact on the County's ability to seek damages for non-performance or breach of contract, nor are they believed to put the County at a contractual disadvantage.

Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise statistical information for Taussig and Willdan is included in Attachment III. Taussig is not a certified Small Business Enterprise/Community Based Enterprise.

The recommendation of Taussig is made without regard to race, creed or color. There are no provisions for Cost of Living Adjustments in the attached Contract. The Contract is not subject to Proposition A; therefore, is exempt from the Living Wage Program (County Code Chapter 2.201).

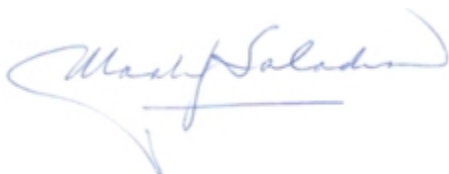
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The current Contract will expire upon effective notice following Board's approval, but no later than November 15, 2011. The award of the recommended Contract will ensure uninterrupted Special Tax Consulting Services related to the administrative requirements on behalf of the CFDs and CIs.

CONCLUSION

Instruct the Executive Officer-Clerk of the Board to return two (2) signed originals of the Contract and one (1) adopted Board letter to the TTC.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Mark J. Saladino", with a horizontal line underneath.

MARK J. SALADINO

Treasurer and Tax Collector

MJS:VMA:lc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**PROSPECTIVE PROPOSERS
SPECIAL TAX CONSULTING SERVICES
MAILING LIST**

- ADVISEINC
9018 BALBOA BLVD., #612
NORTHRIDGE, CA 91325
MR. PETER SOH
- ALBERT A. WEBB ASSOCIATES
3788 MCCRAY ST.
RIVERSIDE, CA 92506
MR. PAUL THOMPSON
- CBIZ ATA OF ORANGE COUNTY, LLC
2301 DUPONT DR., STE. 200
IRVINE, CA 92612
- CSU FULLERTON – ECON DEPT
800 N. STATE COLLEGE BLVD.
FULLERTON, CA 92831
- GCAP SERVICES, INC.
18818 TELLER AVE., STE. 275
IRVINE, CA 92612
- JACK FAUCETT ASSOCIATES
4550 MONTGOMERY AVE., STE. 300 NORTH
BETHESDA, MD 20814
- KARE MANAGEMENT SERVICES
11204 BALBOA BLVD., #41
GRANADA HILLS, CA 91344
- SCOTT ASSOCIATES
4105 E. BROADWAY, STE. 204
LONG BEACH, CA 90803
MS. KAREN SCOTT
- YE CONSULTING
3223 W. 111TH ST.
INGLEWOOD, CA 90303

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To Enrich Lives Through Effective and Caring Service
**Search for an
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Search By

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Bid Detail Information
Bid Number : TTC RFP 2011-01 STCS

Bid Title : Special Tax Consulting Services

Bid Type : Service

Department : Treasurer and Tax Collector

Commodity : CONSULTING SERVICES - FINANCE/ECONOMICS

Open Date : 6/10/2011

Closing Date : 7/15/2011 4:00 PM

Bid Amount : N/A

Bid Download : [Available](#)
Bid Description : The County of Los Angeles Treasurer and Tax Collector (TTC) is issuing this Request For Proposals (RFP) to request proposals for the provision of special tax consulting services.

The RFP can be downloaded from the Internet by either accessing the County of Los Angeles website at: <http://camisvr.co.la.ca.us/lacobids> and selecting "View Open Bids" and then "List by Department," or the TTC website at: <http://ttc.lacounty.gov> by clicking on the "TTC Contract Opportunities" link. Potential Proposers should take care to download and review the entire RFP.

The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Firms that meet the minimum requirements identified in Paragraph 1.4, Minimum Mandatory Requirements, of the RFP, are invited to submit a proposal to provide the services described further in Appendix B, Statement of Work, of the RFP. Potential Proposers should carefully review the RFP and ensure that their proposal complies with all RFP requirements.

RFP responses must be prepared in accordance with Section 2.0, Proposal Submission Requirements of the RFP. Proposals are due no later than 4:00 p.m., Pacific Time, on Friday, July 15, 2011. Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

Contact Name : Victor Andrade

Contact Phone# : (213) 974-7360

Contact Email : contracts@ttc.lacounty.gov
Last Changed On : 6/9/2011 3:27:42 PM

[Back to Last Window](#)

**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSER
SPECIAL TAX CONSULTING SERVICES**

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed or color.

FIRM INFORMATION	David Taussig & Associates, Inc.		Willdan Financial Services					
CULTURAL/ETHNIC COMPOSITION	% of Ownership	No.	% of Ownership	No.	% of Ownership	No.	% of Ownership	No.
OWNERS/ PARTNERS:								
Black/African American								
Hispanic/Latino								
Asian or Pacific Islander								
American Indian								
Filipino								
All others	50%	1						
Women (included above)	50%	1						
MANAGERS:								
Black/African American			1					
Hispanic/Latino			2					
Asian or Pacific Islander	2		4					
American Indian								
Filipino								
All others	2		13					
Women (included above)	2		Yes					
STAFF:								
Black/African American	1		1					
Hispanic/Latino	1		10					
Asian or Pacific Islander	1		5					
American Indian			1					
Filipino								
All others	2		23					
Women (included above)	8		Yes					
TOTAL NUMBER OF EMPLOYEES	21		60					
BUSINESS STRUCTURE	Corporation		Corporation					
Certified as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise?	N/A		N/A					



CONTRACT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

DAVID TAUSSIG & ASSOCIATES, INC.

FOR

SPECIAL TAX CONSULTING SERVICES

**SPECIAL TAX CONSULTING SERVICES CONTRACT
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
DAVID TAUSSIG & ASSOCIATES, INC.
FOR
SPECIAL TAX CONSULTING SERVICES**

This Contract and Exhibits made and entered into this 11th day of October, 2011 by and between the County of Los Angeles, hereinafter referred to as "The County" and David Taussig & Associates, Inc., hereinafter referred to as "Contractor". Contractor is located at 5000 Birch Street, Ste. 6000, Newport Beach, California 92660.

RECITALS

WHEREAS, the Board of Supervisors of the County of Los Angeles (hereinafter referred to as "Board"), acting as the legislative body of the County, has created a number of Community Facilities Districts (hereinafter referred to as "CFDs") in accordance with the Mello-Roos Community Facilities Act of 1982 (hereinafter referred to as "Mello-Roos"), two (2) County Improvement Districts (hereinafter referred to as "CIs") in accordance with the Improvement Bond Act of 1915 and one (1) CI issued under the Improvement Bond Act of 1911 within the boundaries of the County; and

WHEREAS, the County Department of Treasurer and Tax Collector (hereinafter referred to as "TTC") is responsible for CFD and CI administration and is the authority of the Districts charged with the powers and duties given by Mello-Roos and the 1915 Act and the 1911 Act; and desires to engage a Contractor to provide special tax consulting and related services; and

WHEREAS, Contractor has submitted a proposal to the TTC for provision of such Services, and Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the TTC on behalf of the County shall administer said Contract;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached hereto and form a part of this Contract (Collectively referred to herein as the “Exhibits”). In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits and Precedence:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C – Contract Technical Exhibits
- 1.4 EXHIBIT D - Contractor’s EEO Certification
- 1.5 EXHIBIT E - County’s Administration
- 1.6 EXHIBIT F - Contractor’s Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance

- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Forms Required at Completion of Contracts Involving Intellectual Property Developed/Designed by the Contractor
- 1.11 EXHIBIT K - Charitable Contributions Certification
- 1.12 EXHIBIT L - Defaulted Property Tax Reduction Program

This Contract and the Exhibits constitute the complete and exclusive statement of understanding between the parties, and supersedes any and all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments of this Contract and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** The agreement executed between the County and Contractor, which sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work, Exhibit A.
- 2.3 **Contractor Contract Administrator:** The authorized individual designated by the Contractor to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Contract Manager.

- 2.4 **Contractor Contract/Alternate Contract Manager:** The authorized individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **County Contract Administrator:** The person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.6 **County Contract Manager:** The authorized person designated by the County's Contract Administrator to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County for compensation of any kind, including but not limited to, monetary compensation.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for three (3) years commencing after execution by the TTC, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The TTC shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month-to-month extensions, for a maximum Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole and absolute discretion of the TTC or his/her designee as authorized by the Board of Supervisors.
- 4.3 The Contractor shall notify the TTC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the TTC at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to Contractor for provision of the Services specified herein in accordance with Exhibit B, "Pricing Schedule," and shall not exceed \$42,500 for each Contract year throughout the Contract Term. Any adjustments to the Contract Sum shall be in accordance with sub-paragraph 8.1.1.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or

obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 The Contractor shall maintain a system of record-keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the TTC at the address herein provided in Exhibit E - County's Administration.

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the

County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

a) County of Los Angeles
Treasurer and Tax Collector
Fiscal Services, Accounts Payable
500 West Temple Street – Room 464
Los Angeles, California 90012

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Manager prior to any payment thereof. In no event shall the County be liable or responsible for any

payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (SBEs) will receive prompt payment for services they provide to the County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - THE COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown in Exhibit E.

6.1 County's Contract Administrator

Responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to the County policy, information requirements, and procedural requirements.

6.2 County's Contract Manager

The responsibilities of the County's Contract Manager include:

- meeting with the Contractor's Contract Administrator on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 County's Contract Monitor

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Contract Administrator

7.1.1 The Contractor's Contract Administrator is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Administrator.

7.1.2 The Contractor's Contract Administrator shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County's Contract Manager and the County's Contract Monitor on a regular basis.

7.1.3 The Contractor's Contract Administrator must have three (3) years of experience providing Special Tax Consultant services to the County and/or other public entities.

7.2 Approval of Contractor's Staff

7.2.1 The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Administrator.

7.2.2 Contractor staff that is assigned to provide Services under this Contract shall be familiar with and have ability and expertise in the Mello-Roos Community Facilities Act of 1982 of the California Government Code, and the Improvement Bond Act of 1915 of the California Streets and Highway Code commencing with Section 8500.

7.3 Office and Staff Location

7.3.1 Contractor shall maintain an office in the State of California. The office shall be staffed with personnel assigned to provide the required services.

7.3.2 Contractor shall notify the Contract Administrator at least thirty (30) days prior to any change in office location(s) that provide Services under this Contract.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by the County in the County's sole and absolute discretion, shall undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information

obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 The County, in its sole and absolute discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with the County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the County

policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, the County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 The Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit G1.

7.5.5 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Employee Acknowledgment and Confidentiality Agreement”, Exhibit G2.

7.5.6 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement”, Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County’s Contract Administrator.

8.1.2 The TTC is expressly authorized to prepare and execute amendments that affect Contractor’s Service requirements as set forth in Exhibit A, Statement of Work, provided that:

- a) any increase or decrease in the Contract Sum due to an increase or decrease in the number of CFDs and CIs under administration, shall not exceed the amounts set forth in Exhibit B, Pricing Schedule, specifically for the addition or removal of a CFD or CI, as appropriate; or,
- b) any increase

in the Contract Sum due to additional required services, specifically, providing support for continuing disclosure reports, additional administrative requirements or other special projects, shall not exceed \$10,000 in any Contract year.

8.1.3 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Board, except that the TTC is expressly authorized to increase the Contract Sum set forth in Section 5.0, Contract Sum, not to exceed ten percent (10%) of the total Contract Sum for a particular Contract year based on an increase in work volume or special projects. Any such change shall be in writing and signed by the Contractor and the TTC.

8.1.4 The Board or County's Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC.

8.1.5 The TTC, at his/her sole and absolute discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the

Contract shall be prepared and executed by the Contractor and by the TTC.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole and absolute discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the

Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a the County Budget which provides for reductions in the salaries and benefits paid to the majority of the County employees and imposes similar reductions with respect to the County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the

Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop and maintain procedures for receiving, investigating and responding to complaints.

8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The TTC will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the TTC requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for The County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the TTC for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.5.7 Copies of all written responses shall be sent to the County's Contract Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless the County, its officers, and employees, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, reasonable defense costs and legal, accounting and other expert, consulting or professional fees, to the extent arising from, or related to any negligent failure, recklessness or willful misconduct by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the County, which approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, if there is a conflict of interest in the joint representation of the Contractor and County or at the County's election, the County shall have the right to

participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense where no conflict of interest exists, the County shall be entitled to retain its own counsel, including, without limitation, the County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so such costs and expenses were caused by the negligence or willful misconduct of Contractor. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury

Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by this reference.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is

a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole and absolute discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor”

and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole and absolute discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately

make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING THE COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and

GAIN/GROW participants are available for hiring, the County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. The County policy requires business to be conducted only with Responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively

reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence which exonerates the Contractor was discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for

reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all

The County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from Contracts with the County are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (The County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family

or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from the COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.16 THE COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in

this Contract.

8.16.1 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (PL. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must

be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, [] and hold harmless the County, its Special Districts, elected and appointed officers, and employees, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), to the extent arising from or relating to the Contractor's negligent acts and/or omissions, recklessness or willful misconduct arising from and/or relating to this Contract. Notwithstanding the preceding sentence, if there is a conflict of interest in the joint representation of the Contractor and County or at the County's election, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense where no conflict of interest exists, the County shall be entitled to retain its own counsel, including, without limitation, the County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so such costs and expenses were caused by the negligence or willful misconduct of Contractor or as the parties otherwise agree in settlement. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract.

These minimum insurance coverage terms, types and limits (the

“Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to the County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National

Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Treasurer and Tax Collector, Contracts Section
500 West Temple Street, Room 464
Los Angeles, California 90012

Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify the County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in

the filing of a claim or lawsuit against Contractor and/or the County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively The County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that the County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to the County in event of cancellation for non-payment of premium.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County may immediately withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole and absolute discretion, may obtain damages from Contractor resulting from said breach.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide the County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying that each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds under each Sub-Contractor's General Liability policy. Contractor shall obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim(s) made basis, any policy retroactive date shall precede the effective date of this Contract. The Contractor understands and agrees it shall maintain such coverage for

a period of not less than three (3) years following the Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01),

naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$ 2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned automobiles, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than thirty (30) days advance written notice of cancellation of this

coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$350,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and apply to all of the Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.26 LIQUIDATED DAMAGES

8.26.1 The County shall not withhold amounts from the Contractor's compensation to impose a penalty or liquidated damages on the Contractor, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding, except as allowed under this Section. If, in the judgment of the TTC, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the TTC, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold or deduct pro rata from the Contractor's invoice an amount for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the TTC, or his/her designee, in a written notice describing the reasons for said action. The County shall identify in writing the specific cause of the disagreement and the amount in dispute with supporting documentation and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

8.26.2 If the TTC, or his/her designee, determines that there are deficiencies in the performance of this Contract that the TTC, or his/her designee, deems are correctable by the Contractor over a certain time span, the TTC, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time

frame, the TTC, or his/her designee, may, in the following order;

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum. The County shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement;
- (b) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be the County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County; or, as a last resort
- (c) Deduct liquidated damages. The parties agree that it may be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, which amount shall not exceed a penalty payment of more than \$3,000, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor

- 8.26.3 The County and Contractor shall engage in direct negotiations within ten (10) days of the County's notice of any withholding or deduction pursuant to Sections 8.26.1 or 8.26.2 above. Any dispute over invoiced amounts due which cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall allow either party to pursue such further legal action as that party deems appropriate.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any political subdivision, including but not limited to, County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status,

or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the TTC from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Contract Manager and/or the County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Manager or the County's Contract Administrator is not able to resolve the dispute, the TTC, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - the County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The TTC or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract including all extensions exercised by the County and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Under the California Government Code sections 6250 et seq., documents which are marked "trade secret", "confidential", or "proprietary" are exempt from disclosure under the Public Records Act. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or seal of the County without the prior written consent of the County's Contractor Administration. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The

Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles The County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a

material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract

without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this the County right.

8.40.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any

subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Contract Administrator
Treasurer and Tax Collector
500 W. Temple Street, Room 464
Los Angeles, CA 90012

Before any Subcontractor employee may perform any work under this Contract.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to the County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other

provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to the County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole and absolute discretion, to be in the County's best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of The County's Contract Administrator:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of

the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been

issued pursuant to sub-paragraph 8.42 -
Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or indirectly through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service and the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract immediately on the occurrence of any of the following events:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF THE COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in the County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, the County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or the County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole and absolute discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON- APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.52 "Warranty of Compliance with the County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and

remedies available to the County under any other provision of this contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this contract and/or pursue debarment of the Contractor, pursuant to the County Code Chapter 2.206.

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.51.2 For breach of this warranty, the County shall have the right to immediately terminate this Contract and, at its sole and absolute discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.52 WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be

eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.2.1 The County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. The County shall have the right to inspect copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Manager as proprietary or confidential, and shall

be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-the County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.26 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.3 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.3.1 The Contractor shall indemnify, hold harmless and defend the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract.

The County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that the County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that the County's continued use of the system is not materially impeded, shall either:

- Procure for the County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable

contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all The County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to contract termination, debarment proceedings or both. (The County Code Chapter 2.202).

9.5 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.5.1 This Contract is subject to the provisions of the County’s ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.5.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.5.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a the County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.5.4 If the Contractor has obtained the County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.6 USE OF COUNTY SEAL AND/OR TTC'S LOGO

The County claims right, title and interest in and to certain intellectual property, including but not limited to the current and former County seals and the TTC logos (hereafter collectively "County Seals"). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals, or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

9.7 GREEN INITIATIVES

9.7.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

9.7.2 Contractor shall notify County's Contract Manager of Contractor's new green initiatives prior to the contract commencement.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: David Taussig Associates, Inc.

By Mitch Mossman
Name

Managing Director
Title

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Lachelle Smithman
Deputy

THE COUNTY OF LOS ANGELES

By Mike Antonovich
Mayor, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Lachelle Smithman
DEPUTY



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By Amr C. D. Part
Principal Deputy County Counsel

18

OCT 11 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77671

EXHIBIT A

STATEMENT OF WORK

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1.0 OVERVIEW

- 1.1 There are currently nine (9) Improvement Areas in seven (7) Community Facilities Districts (CFD or CFDs), two (2) 1915 Act County Improvement Districts (1915 Act CIs), and one (1) 1911 Act County Improvement District (1911 Act CI), collectively (CI or CIs) in the County that will be initially covered by this Contract.
 - 1.1.1 The CFD Special Taxes are levied according to the rate and method of apportionment contained in the Resolution of Intention approved by the owners of real property within the CFDs. This authorizing document becomes the Resolution of Formation once it is approved by the Board.
 - 1.1.2 The CI assessments are levied in accordance with the Resolution confirming the assessments and authorizing the issuance of the bonds.
- 1.2 The Special Taxes and 1915 Act CI assessments are billed and collected in the same manner, and are apportioned in the same method as ad valorem property taxes collected by the Treasurer and Tax Collector (TTC). Bonds are payable from proceeds of the Special Taxes and assessments levied on real property located within the districts.
- 1.3 The County Office of the Assessor (Assessor) maintains and updates the property and ownership records of the County, and the County Auditor-Controller (A-C) maintains, calculates, and updates the tax roll for property within the County. The TTC staff works closely with these departments in identifying and calculating the appropriate Special Taxes for properties within the various CFDs.
- 1.4 The Special Tax and 1915 Act CI assessment levies appear on a property tax bill as Direct Assessments and placement on the bill is coordinated through the A-C on an annual basis. The Contractor shall perform the services as identified in this Statement of Work (SOW).
- 1.5 There is currently one (1) 1911 Act CI District, with 55 parcels. The bonds mature in 2026. The terms are disclosed in the Resolution of Intention.

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- 1.5.1 The 1911 Act CI assessments are billed to and collected from the property owners separately from the property taxes. The two billing cycles are performed each year, once in March, and once in September.

2.0 SCOPE OF SERVICES

The Contractor shall have the ability to perform the Services identified in this SOW, and comply with the requirements as specified in the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 et seq. of the California Government Code), the Municipal Improvement Act of 1913 (Section 10000 et seq. of the California Streets and Highways Code), the Improvement Bond Act of 1915 (Section 8500 et seq. of the California Streets and Highways Code) the Improvement Bond Act of 1911 (Section 5000 et seq. of the Streets and Highways Code) and any subsequent amendments hereto. The Contractor shall comply with all timeframes and deadlines required by the County and shall have the ability to perform the following tasks:

COMMUNITY FACILITIES DISTRICTS:

The Contractor shall:

- 2.1 Maintain a database of current Assessor parcel numbers for each taxable and non-taxable property within the CFD based on the legal description of the project area contained in the Resolution of Formation. Copies of the listings shall be available on request.
- 2.2 Obtain and maintain copies of the Assessor parcel maps showing all parcels contained in the listing by March 1 of the then current fiscal year and updated annually by the same due date.
- 2.3 Utilizing the Rate and Method of Apportionment formula, which is provided as an appendix with each new bond issue (Resolution of Formation) which will be provided to the Contractor by the TTC, determine which properties are developed and which are undeveloped as defined in the Rate and Method of Apportionment Designations shall be assigned no later than June 30 of the then current fiscal year (unless otherwise specified).

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- 2.4. Assign a dwelling or lot square foot number as directed by the applicable Rate and Method of Apportionment for each parcel which has been issued a building permit on or before March 1 of the then current fiscal year, unless otherwise stated in the Rate and Method of Apportionment (the dwelling square footage number should come from the building permit). The appropriate number should be assigned by June 30 of the then current fiscal year (unless otherwise specified).
 - 2.5. Assign a category or Land Use Class number corresponding to the applicable group for each parcel within the CFD. Land Use Class information is provided in the Method of Apportionment. The appropriate number should be assigned by June 30 of the then current fiscal year (unless otherwise specified).
 - 2.6. Calculate the Special Tax levy for each developed and undeveloped parcel within each CFDs boundary using the annual levy as stated in the annual Resolution Fixing Special Tax Rates. This Resolution will be provided by the TTC Contract Administrator. Calculations shall be completed and reported to the TTC Contract Administrator by July 1 of each year.
 - 2.7. Prepare standard disclosure forms (Notice of Special Tax) for distribution to any individual requesting the notice or any owner of property subject to a Special Tax. Such Notice of Special Tax shall be furnished within 5 (five) business days of receiving such request from an individual taxpayer and shall comply with California Government Code Section 53340.2. Report the monthly and cumulative number of requests received as well as the number of responses issued on the monthly report.

1915 ACT COUNTY IMPROVEMENT DISTRICTS:

- 2.8. Each fiscal year, the Contractor shall apportion the 1915 Act CI assessments to each applicable parcel within each district. Calculations shall be completed and reported to the TTC Contract Administrator by July 1 of each year.

COMMUNITY FACILITIES DISTRICTS AND 1915 ACT COUNTY IMPROVEMENT DISTRICTS:

The Contractor shall:

- 2.9. Create, if necessary, or update and maintain a database containing all current parcel and land use information. The database should contain each parcel's legal description, situs and mailing address, building and lot square footage, date of building permit(s), Special Tax and 1915 Act assessment levy, and tax payment information.

The database information shall be available to the TTC on the following schedule (unless otherwise specified):

March 1: Legal descriptions, and situs and mailing addresses
June 30: Building permits and square footage
July 1: Special Tax or 1915 Act assessment levy
January 15: Payment information for 1st installment due December 10
May 15: Payment information for 2nd installment due April 10

- 2.10. In a format acceptable to the A-C, transmit to the A-C the Special Tax and 1915 Act assessment levy computed for each developed and undeveloped parcel. All transmissions and formats shall be authorized by the TTC in accordance with the A-C's Direct Assessment Submission Procedural Manual (A-C Manual). The Direct Assessment Cycle and Direct Assessment Submission Due Dates are clearly defined in the A-C Manual. At the same time, submit a report to the TTC Contract Administrator in Excel format indicating the number of parcels submitted for each account to the A-C. Coordinate with the TTC Contract Administrator any manual billing requirements.
- 2.11. Research the A-C's Direct Assessment Exception Report which lists rejected transactions and submit necessary corrections in the appropriate format in accordance with the deadline(s) listed in the A-C Manual. Any late submission penalties assessed by the A-C shall be the sole responsibility of the Contractor.

-
- 2.12. Monitor transactions for new parcel activity between the Assessor and the A-C during the months of July, August, and September of each year. Any changes requiring re-apportionment should be transmitted to the A-C in accordance with the A-C Manual prior to tax bill printing and mailing. Tax bills are mailed on or about October 1 of each year. The Special Tax or 1915 Act assessment for parcels which undergo changes occurring during the fiscal year which affect the tax bill for the same fiscal year will be dropped automatically from the roll and must be resubmitted to the A-C to be re-billed. The A-C will issue reports indicating the old and new parcel numbers, the Special Tax or 1915 Act assessment at the time of parcel change, and the amount dropped from the roll. The Contractor should reconcile these reports with the Contractor's records. The Contractor should resolve any discrepancies and ensure all changes are accounted for.
- 2.13. Review for accuracy, the A-C Tax Agency Lien List, distributed each November, which recaps the direct assessments levied for the current year. Any discrepancies should be resolved and accounted for by the Contractor.
- 2.14. Monitor parcel changes on an on-going basis for potential district impact. On a monthly basis, the Special Tax or 1915 Act assessments should be recalculated for all affected parcels in accordance with the Rate and Method of Apportionment or the 1915 Act assessment apportioned and changes shall be submitted to the A-C in accordance with the deadlines listed in the A-C Manual.
- 2.15. By the 15th calendar day of each month, prepare and provide a monthly activity report to the TTC Contract Administrator documenting the activity for the previous month. Reports shall include, but are not limited to, original number of parcels submitted to the A-C, parcel change information and corrected tax amounts; information shall be in parcel order. Reports may be emailed or faxed and followed-up with a hard copy sent within five (5) business days. Reports shall be made available sooner if requested.
- 2.16. Within five (5) business days after tape-to-tape payments have been posted for each apportionment of taxes (based on the first and subsequent reports,

respectively) the Contractor shall prepare and send to the TTC Contract Administrator a CFD or 1915 Act CI delinquent payment listing for each project, or each improvement area within a project. The listing should be in the Assessor Identification Number order and include the year of delinquency, installment (first or second), and name of the Special Tax or 1915 Act assessment which is delinquent. The report should be e-mailed to the TTC Contract Administrator in Excel or any other format acceptable to the TTC Contract Administrator.

- 2.17. At the direction of the TTC Contract Administrator and in accordance with the A-C Manual using the CFD or 1915 Act CI delinquency listing, prepare and submit to the A-C the documentation necessary to delete the Special Tax and 1915 Act assessment from the delinquent tax roll.
- 2.18. Provide consultation and advice on CFD, 1915 Act CI and other land based financing issues or circumstances as requested from time to time by the TTC. Such work may include, but is not limited to, support for continuing disclosure reports, audits, litigation or other administrative requirements that may develop from law or policy.

1911 ACT COUNTY IMPROVEMENT DISTRICTS

The Contractor shall:

- 2.19. Maintain a current database of Assessor parcel numbers and property owner information, debt service for each parcel, and payment collection information.
- 2.20. Maintain a database of bondholder information.
- 2.21. Prepare and send bills to property owners twice a year, in March and in September. The March billing cycle includes principal, interest, and administrative fees. The March bill is delinquent if not paid by June 1. The September billing cycle includes interest only. The September bill is delinquent if not paid by December 1. Bills shall require payments to be remitted to Contractor.

-
- 2.22. After each billing cycle, prepare and send delinquency notices to for those property owners who did not pay prior to the delinquency dates. The delinquency notices shall include any past due amounts plus, penalties and interest calculated through the billing date.
 - 2.23. Collect on bill payments remitted by property owners and forward and transmit collected amounts to the TTC by the 7th calendar day of each month. Post payments collected to subsidiary ledgers to be kept for each property owner account.
 - 2.24. Submit monthly reports of payments collected, billings, and delinquencies by the 7th calendar day of each the month.
 - 2.25. By June 7 and December 7, after each respective billing cycle, provide a summary report of total payments collected during the billing cycle, sorted by registered bondholder.
 - 2.26. Upon request, calculate payoff amounts for the property owners.
 - 2.27. Provide consultation and advice on 1911 Act CI financing issues or circumstances as requested from time to time by the TTC. Such work may include, but is not limited to, support for continuing disclosure reports, audits, litigation or other administrative requirements that may develop from law or policy.

SPECIAL PROJECTS

- 2.28. During the term of this Contract, the TTC reserves the right to require the Contractor to perform one or more Special Projects. Special Projects are projects that are not described specifically in this Contract. The Contractor's rates for each special project shall be in accordance with Exhibit B, Pricing Schedule to this Contract. The Contractor and the TTC Contract Administrator will agree on the maximum cost allowable for each Special Project prior to the Contractor beginning work on the project. Any work performed by the Contractor prior to the TTC Contract Administrator's approval shall be

considered gratuitous and the Contractor shall have no claim against the County for work performed.

3.0 HISTORICAL WORKLOAD

The figures listed below indicate the number of parcels affected by CFDs and CIs for the four most recent fiscal years.

FISCAL YEAR	NUMBER OF PARCELS
2006-07	8,376
2007-08	8,382
2008-09	8,374
2009-10	8,374

The data provided is presented solely as historical workload statistics and the actual volume may fluctuate from year to year. The TTC reserves the right to use additional Special Tax Consultants at any time if the workload increases dramatically and/or in the opinion of the TTC, additional consultants are warranted. The TTC does **not** guarantee any specific level of work to the Special Tax Consultant.

4.0 PROCEDURES FOR PREPAYMENT OF SPECIAL TAX

The County does not currently accept prepayment of Special Tax levies. Prepayment of CI assessments is handled by the TTC Contract Administrator. All inquiries regarding prepayment of Special Taxes or assessments shall be forwarded to the TTC Contract Administrator. The TTC will notify the Contractor of any changes to the assessment roll resulting from prepayments.

5.0 GENERAL REQUIREMENTS

5.1 County Personnel - TTC Contract Administrator

The TTC shall assign a Contract Administrator to provide overall management and coordination of the contract, act as the central liaison for the TTC and the County, and monitor the Contractor's compliance with the contract and overall performance with regards to all of the required Services.

5.2 Contractor's – Personnel

5.2.1 Contractor Contract Manager

5.2.1.1 The Contractor shall assign a Contract Manager, and a designated alternate, to act as liaison for the Contractor and shall have full authority to act on behalf of the Contractor in all matters related to the daily operation of the contract. The Contract Manager, and the alternate, shall be full-time employees of the Contractor and be available on a daily basis Monday through Friday during the hours of 8:00 a.m. and 5:00 p.m., Pacific Time, for telephone contact and to meet or speak with County personnel regarding the administration of the Contract.

5.2.1.2 The Contractor shall inform the TTC Contract Administrator in writing of the name(s), address(es), and telephone number(s) of the individual(s) designated to act as Contract Manager at the time the Contract is implemented and as changes occur during the term of the Contract. The Contractor shall make such notification no later than five (5) business days after a change occurs and shall include a current resume for each new person. The TTC shall have the right to approve any and all assignments and/or replacements of any personnel recommended by the Contractor.

5.2.2 The Contractor Employees

5.2.2.1 The Contractor is responsible for providing training and supervising the personnel assigned to perform the services under this Contract. All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees.

However, any employee of the Contractor who, in the opinion of the TTC is unsatisfactory shall be removed from the performance of the services related to this contract immediately upon the written request of the TTC Contract Administrator.

5.2.2.2 All personnel providing services in conjunction with the contract will be required to sign an Employee Acknowledgement and Confidentiality Agreement as set forth in Exhibit G to this Contract. During the term of the Contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contract Administrator within five (5) business days of assigning a Contractor employee to the TTC contract.

5.2.3 The Contractor's personnel assigned to provide services under the contract shall, at a minimum, meet the following requirements:

5.2.3.1 Have the ability to communicate effectively in English, both written and oral.

5.2.3.2 Have the ability to communicate effectively using sound judgment and discretion.

5.2.3.3 Prior training and experience in performing the services of a similar scope as required under this Contract, including but not limited to, experience submitting direct assessment information to the A-C or other county auditors and retrieving information from a county assessor and other departments.

5.2.3.4 Comply with the requirements of this Contract.

5.3 Office Location(s)

The Contractor shall maintain an office in the State of California. The office shall be staffed with personnel assigned to provide services under this Contract.

5.4 Telephone Coverage

The Contractor shall have a listed business telephone number with staff available to receive telephone calls from taxpayers requesting information concerning the Special Tax. At a minimum, the Contractor's personnel shall be available to provide information and assistance to taxpayers during the hours of 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, with the exclusion of recognized County holidays. A recorded message is acceptable for after-hours. Messages shall be returned within 2 (two) business days.

5.5 Complaints

5.5.1 In the event the Contractor receives any verbal or written complaints regarding the contracted services, the Contractor shall immediately notify the TTC Contract Administrator by email, internet web portal or telephone, and provide written notification within three (3) business days. The Contractor shall provide the TTC Contract Administrator with a copy of any written complaint within three (3) business days of receipt of same. The TTC Contract Administrator shall immediately notify the Contractor of any verbal or written complaints received about the Contractor by email, internet web portal or telephone and within three (3) business days, follow-up in writing providing the Contractor with copies of any written complaints received.

5.5.2 The Contractor shall promptly investigate all complaints received. The Contractor shall provide a written report to the TTC Contract Administrator regarding the disposition of each complaint within five (5) business days of receipt of any complaint or upon receipt written notification of a complaint from the TTC Contract Administrator, as applicable. At a minimum, the written report shall include a statement of the complaint, identification by name of the Contractor employee(s) involved, results of the Contractor's investigation of the complaint, and a statement regarding the corrective action taken to avoid a recurrence of such a complaint. The Contractor shall maintain a master complaint log of all complaints received.

5.5.3 The County retains the right to terminate the contract in accordance with Sub-paragraph 8.4.3, Termination For Default, of this Contract, if the Contractor does not take any action with regards to said complaint(s).

5.6. Government Observations

The County personnel and personnel from other governmental jurisdictions, other than the TTC Contract Administrator, may from time to time observe the Contractor's operations related to this Contract. However, personnel will not unreasonably interfere with the Contractor personnel or operations.

5.7. Compliance and Performance Monitoring

The TTC shall, on a regular basis, monitor the Contractor's performance based on, but not limited to, the following:

5.7.1 Compliance with contract terms.

5.7.2 Ability to provide services without generating complaints.

5.7.3 Accuracy in providing the services.

5.7.4 Adherence to required schedules and formats.

5.7.5 Compliance with the Performance Requirements Summary discussed below in Section 6.0 of this SOW.

5.7.6 Compliance with the requirements specified in the A-C Manual.

5.8. Invoices

The Contractor shall prepare and submit an invoice in accordance with Exhibit B, Pricing Schedule, for each calendar month that services were performed during the term of this Contract. In accordance to this Section, invoices shall be submitted in arrears for services rendered in the previous month. All invoices should be received by the TTC by the 15th calendar day of the month.

5.8.1 Invoices at minimum shall contain the following:

5.8.1.1 Contractor Name;

5.8.1.2 Contractor Address;

-
- 5.8.1.3 Contractor Remittance Address, if different;
 - 5.8.1.4 TTC Contract Administrator's Name;
 - 5.8.1.5 TTC Address;
 - 5.8.1.6 Contract Number;
 - 5.8.1.7 Contractor's Customer Number;
 - 5.8.1.8 Contractor's Tax Identification Number;
 - 5.8.1.9 Date of Invoice;
 - 5.8.1.10 Invoice Number;
 - 5.8.1.11 Detail the time and charges by each CFD or CI, to the extent possible, or by the Special Project;
 - 5.8.1.12 Date of Job/Task completed;
 - 5.8.1.13 Description of Staff Performing Job/Task;
 - 5.8.1.14 Itemized Description (Task performed);
 - 5.8.1.15 Quantity of Work Completed;
 - 5.8.1.16 Unit Rate per Task;
 - 5.8.1.17 Total Dollar Amount for Task Completed;
 - 5.8.1.18 Detailed charges for materials;
 - 5.8.1.19 Total Billed Amount; and
 - 5.8.1.20 Supporting documentation for any material item exceeding \$200.00.

The Contractor shall be responsible for submission of supporting documentation as required by the TTC Contract Administrator to approve any invoice.

6.0 PERFORMANCE REQUIREMENTS SUMMARY

6.1 Introduction

6.1.1 The Performance Requirements Summary (PRS) Chart, Technical Exhibit A1, displays major components of the required services which will be monitored by the TTC during the term of this Contract. It indicates the required services and the Contract or SOW reference, the standard of performance, the maximum deviation from the standard before service will be determined unsatisfactory, and the unsatisfactory performance

assessment fee which may be assessed if the service is not satisfactorily provided.

6.1.2 The TTC expects a high standard of performance for the required services. The TTC will work with the Contractor to resolve any areas of difficulty brought to the attention of the TTC by the Contractor before the allowable deviation from the acceptable standard occurs. However, the Contractor is expected to comply with all terms of this Contract, not just the specific service requirements set forth in the PRS Chart.

6.2 Performance Requirements Summary Chart

The Performance Requirements Summary Chart is detailed as follows:

6.2.1 **Column 1** lists the Contract or SOW reference for the required services considered most critical to acceptable Contract performance.

6.2.2 **Column 2** defines the standard of performance for each required service.

6.2.3 **Column 3** shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service before County may assess unsatisfactory performance assessment fees.

6.2.4 **Column 4** shows monitoring methods the TTC will typically use to evaluate the Contractor's performance in meeting the Contract requirements.

6.2.5 **Column 5** shows the Unsatisfactory Performance Assessment Fee for exceeding the AQL that each deviation may cause to occur. These assessments serve as a baseline for liquidated damages pursuant to Sub-paragraph 8.25, Liquidated Damages, of this Contract.

6.3. Quality Assurance

The Contractor's performance will be evaluated based on the Contract standards and AQLs on an ongoing basis. The TTC may use a variety of inspection methods to evaluate the Contractor's performance, including but not limited to: review of reports and documents, complaints from the TTC or A-C staff, site visits, and/or taxpayer complaints.

6.4. Contract Discrepancy Reports (CDRs)

The Contractor's performance of a required service is considered acceptable when the number of performance deviations found during the quality assurance process does not exceed the number of deviations allowed by the AQL. When the performance is unacceptable, the Contractor shall be required to respond to a Contract Discrepancy Report (CDR). The TTC will evaluate the Contractor's explanation on the CDR and, if the TTC determines that the unsatisfactory performance was caused by circumstances beyond the Contractor's control and without fault or negligence by the Contractor, the TTC may decline to count such point(s) as unsatisfactory performance.

6.5. Remedy of Defects

Notwithstanding a finding of unsatisfactory performance and assessment of Unsatisfactory Performance fees, the Contractor must, within the time period specified by the TTC, remedy any and all defects in the provision of the Contractor's services, and as deemed necessary by the TTC, perform such services again at an acceptable level.

6.6. Unsatisfactory Performance Remedies

When the Contractor's performance is unsatisfactory and/or the Contractor does not meet any requirement of this Contract, which by reference incorporates the terms of this SOW, the TTC shall have the right to apply the following non-performance remedies:

6.6.1 Require the Contractor to implement a formal corrective action plan, subject to the approval of the TTC. The corrective action plan must be in writing and the Contractor must include reasons for the unacceptable performance, specific steps to return the performance to an acceptable level, and monitoring methods to prevent recurrence.

6.6.2 Assess an unsatisfactory performance assessment fee as indicated on the PRS. Such assessment shall be made in accordance with Sub-paragraph 8.26, Liquidated Damages, of this Contract.

6.6.3 Notify the Board of the Contractor's unsatisfactory performance in accordance with Sub-paragraph 8.16, County's Quality Assurance Plan, of this Contract.

6.6.4 Terminate the Contract for default pursuant to the provisions of Sub-paragraph 8.43, Termination for Default, and Sub-paragraph 8.44, Termination For Improper Consideration, of this Contract.

7.0 QUALITY CONTROL PLAN FOR 1911 ACT SERVICES

The Contractor shall establish and maintain a written Quality Control Plan to ensure that the requirements of the contract are met. The Quality Control Plan may be in a chart format. An updated copy must be provided to the County's Contract Administrator ten (10) business days prior to the Contract start date and within ten (10) business days when changes occur during the term of the Contract. The plan shall discuss, but not be limited to, the following:

- 7.1 Method of monitoring to ensure that Contract requirements are being met, covering at a minimum all the items listed on the Performance Requirements Summary (PRS), Technical Exhibit A1, respectively. It must specify the activities to be monitored by the Contractor on either a scheduled or unscheduled basis, how often the monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring;
- 7.2 The methods used by the Contractor for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable and not in compliance with the Contract;
- 7.3 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request;
- 7.4 The method for assuring that confidentiality of client information is maintained while in the care of the Contractor;

-
- 7.5 The method for assuring new contractor employees will sign an Acknowledgement of Confidentiality Agreement prior to starting employment, and will understand and abide by its terms upon starting employment; and
- 7.6 On an ongoing basis the Contractor's performance will be compared to the contract performance standards identified herein. The TTC may use a variety of inspection methods to evaluate the Contractor's performance, including but not limited to: random sampling; one hundred percent inspection of its output items on a period basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of the Contractor's performance; review of reports and files; complaints from the TTC site visits; and taxpayer complaints.

EXHIBIT B
PRICE SCHEDULE

PRICING SCHEDULE

DAVID TAUSSIG & ASSOCIATES, INC.

A. MAXIMUM ANNUAL COST FOR SERVICE (Existing CFDs, 1911 Act Cls and 1915 Act Cls)*

MAXIMUM ANNUAL CONTRACT SUM = (All inclusive of annual staff and material costs)	\$42,500
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B. STAFF RATES (1)

POSITION/ CLASSIFICATION	HOURLY RATE
Managing Director	\$200
Senior Vice President	\$195
Vice President	\$190
Senior Manager	\$180
Manager	\$170
Senior Associate	\$145
Associate	\$135
Senior Analyst	\$125
Analyst	\$115
Research Analyst	\$90

C. MATERIALS (2)

DESCRIPTION	UNIT COST/MEASURE
Reproduction 8.5" x 11" 8.5" x 14" 11" x 17" Larger than 11" x 17"	Actual Cost/Pages Actual Cost/Pages Actual Cost/Pages Actual Cost/Pages
Maps Assessor Parcel Maps Tract Maps Boundary Maps Zoning Pages Specific Plans	Actual Cost/Pages Actual Cost/Pages Actual Cost/Pages Actual Cost/Pages Actual Cost/Pages
Travel Mileage	IRS Allowable Amount/Mile
Telephone and Facsimile	Actual Cost
Postage Overnight Delivery Messenger Services	Actual Cost Actual Cost Actual Cost
Magnetic Tape/Cartridge Conversion	Actual Cost/Tapes
Purchase of Data Secured Tax Roll Paid/Unpaid Data	Actual Cost/Pages Actual Cost/Pages
Lock Box Bank	Actual Cost

D. CFD ADJUSTMENT TO ANNUAL CONTRACT SUM

ADD CFD	\$5,000
REMOVE CFD	\$2,500

E. 1915 ACT CI ADJUSTMENT TO ANNUAL CONTRACT SUM

ADD CI	\$2,500
REMOVE CI	\$2,500

F. 1911 ACT CI ADJUSTMENT TO ANNUAL CONTRACT SUM

ADD CI	\$7,500
REMOVE CI	\$7,500

* This is the total annual sum to perform all of the services described in the Contract and Statement of Work.

(1) Staff Rates are hourly rates including wages, overhead, general and administrative expenses, and profit.

(2) Materials shall be billed at cost of the material and shall not include any handling costs or indirect costs.

EXHIBIT C

TECHNICAL EXHIBITS

**SPECIAL TAX CONSULTANT
PERFORMANCE REQUIREMENTS SUMMARY**

REQUIRED SERVICE/ REFERENCE	STANDARD OF PERFORMANCE	MAXIMUM ALLOWABLE DEVIATION (AQL)	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE ASSESSMENT FEE FOR EXCEEDING AQL
SOW Sub-Paragraph 2.1 - CFDs	Create or update, and maintain a database with required information and submit a report upon request.	None	Receipt of reports	\$50 per each incident of failure to report timely.
SOW Sub-Paragraph 2.6 - CFDs	Complete and report tax levy by parcel to the TTC Contract Administrator by July 1 of current calendar year.	None	Receipt of report	\$100 per each day late. Report will be considered late if information is inaccurate.
SOW Sub-Paragraph 2.7 - CFDs	Report the monthly and cumulative number of requests for Notice of Special Tax information and the number of responses issued on monthly basis.	None	Review of reports	\$50 for each incident of failure to report timely.
SOW Sub-Paragraph 2.9 – 1915 ACT CIs	Create or update, and maintain database with required information by scheduled date(s).	None	Review of reports	\$50 per each day late. Report will be considered late if information is inaccurate.
SOW Sub-Paragraph 2.10 – CFDs and 1915 Act CIs	Transmit special tax and assessment levy computations to Auditor Controller (A-C) in accordance with A-C Manual and submit a report in Excel to the TTC Contract Administrator.	None	A-C; review of reports	\$1,000 for late submissions plus any A-C imposed penalties for late submissions and full reimbursement for correction of errors.
SOW Sub-Paragraph 2.11– CFDs and 1915 Act CIs	Research and submit corrections for rejected transactions in accordance with A-C Manual.	None	A-C; review of reports	\$750 plus any A-C imposed penalties for late submissions.

REQUIRED SERVICE/ REFERENCE	STANDARD OF PERFORMANCE	MAXIMUM ALLOWABLE DEVIATION (AQL)	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE ASSESSMENT FEE FOR EXCEEDING AQL
SOW Sub-Paragraph 2.14 – CFDs and 1915 Act CIs	On a monthly basis, recalculate special tax levy or assessments to all parcels affected by any parcel changes and submit to A-C in accordance with A-C Manual.	None	A-C; review of reports	\$1,000 for late submissions each month changes are not submitted timely, plus full reimbursement for corrections of errors or omissions.
SOW Sub-Paragraph 2.15 – CFDs and 1915 Act CIs	Provide monthly activity reports to the TTC Contract Administrator by the 15 th calendar day of each month, unless requested sooner.	None	Review of reports	\$100 per each day late.
SOW Sub-Paragraph 2.16 – CFDs and 1915 Act CIs	For each apportionment of taxes, prepare and provide an individual delinquent payment listing for each project, or each improvement area within a project, five business days after tape-to-tape tax payment posting.	None	Review of reports.	\$50 per each day late.
SOW Sub-Paragraph 2.17 – CFDs and 1915 Act CIs	Submit necessary documentation to A-C to delete special tax or assessment from delinquent tax roll in accordance with A-C Manual.	None	Review of reports	\$150 per each day for late submissions in accordance with A-C due dates.
SOW Sub-Paragraphs 2.19, 2.20 – 1911 Act CI	Create or update, and maintain a database with required information and submit a report upon request.	None	Receipt of reports	\$50 per each incident of failure to report timely.
SOW Sub-Paragraph 2.21 – 1911 Act CI	Send bills to property owners twice a year, according to billing cycle.	None	Review of reports or copies of bills	\$50 for each late billing, per parcel.

REQUIRED SERVICE/ REFERENCE	STANDARD OF PERFORMANCE	MAXIMUM ALLOWABLE DEVIATION (AQL)	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE ASSESSMENT FEE FOR EXCEEDING AQL
SOW Sub-Paragraph 2.22 – 1911 Act Cl	Send delinquency notices as necessary, after each billing cycle.	None	Review of reports or copies of bills	\$50 per each incident of not sending delinquency notice, per parcel.
SOW Sub-Paragraph 2.23, 2.24 – 1911 Act Cl	Collect on bills and transmit monthly payments to the TTC by the 7 th calendar day of each month; post payments to subsidiary ledgers; submit reports by 7 th calendar day of each month.	None	Review of monthly reports, receipt of funds	\$50 per each day late for either reports or transmittal of funds; reports will be considered late if reports do not balance with transmittal of funds.
SOW Sub-Paragraph 2.25 – 1911 Act Cl	Provide summary report by June 7 or Dec 7, after each respective billing cycle.	None	Review of reports	\$100 per each day late; reports will be considered late if information is inaccurate.
SOW Sub-Paragraph 5.2.2.2 – Employee Acknowledgement Confidentiality Agreement	Submit to the TTC Contract Administrator an Employee Acknowledgement and Confidentiality Agreement for each employee providing service to this Contract within five working days of assigning employee to this Contract.	None	Review of files	\$100 per day per employee for each day late.
SOW Sub-Paragraph 5.5 - Complaints	Report all complaints to the TTC immediately by telephone, followed with written notification and copy of any written complaint within three business days. Investigate and report disposition of each complaint to the TTC within five business days of written notification of complaint.	None	Complaints	\$50 per each day complaint is not properly reported.

REQUIRED SERVICE/ REFERENCE	STANDARD OF PERFORMANCE	MAXIMUM ALLOWABLE DEVIATION (AQL)	TYPICAL MONITORING METHOD	UNSATISFACTORY PERFORMANCE ASSESSMENT FEE FOR EXCEEDING AQL
SOW Paragraph 7.0 - Quality Control Plan For 1911 Act Services	A written Quality Control Plan must be maintained and provided as required.	None	Receipt and review of plan	\$100 per day when timeframe is not adhered to. \$200 for each complaint not reported to the TTC.
Contract: Sub- paragraph 7.1.1- Administration of Contract - Contractor	The Contractor shall notify the TTC in writing prior to any change in name or address of the Contractor's Contract Administrator.	None	Inspection & Observation	\$50 Per Occurrence
Contract: Paragraph 8.38 - Record Retention & Inspection/Audit Settlement	The Contractor to maintain all required documents as specified in Paragraph 8.38.	None	Inspection of Files	\$50 Per Occurrence
Contract: Paragraph 8.40 - Subcontracting	The Contractor shall obtain the TTCs written approval prior to subcontracting any work.	None	Inspection & Observation	Minimum \$100 per occurrence up to possible termination of Contract for material default.
Contract: Paragraphs 8.24 through 8.25 – General Provisions and Insurance Coverage	The Contractor shall maintain and provide proof of insurance acceptable to the County in accordance with Paragraphs 8.24 through 8.25.	None	Inspection of Files	Contract Termination

cfd:Exhibit A

**CONTRACT DISCREPANCY REPORT
FOR SPECIAL TAX CONSULTING SERVICES**

TO:**FROM:**

DATES: **Prepared:** _____
 Returned by the Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS _____

Signature of County Representative_____
Date**THE CONTRACTOR RESPONSE (Cause and Corrective Action):**_____

Signature of the Contractor Representative_____
Date**COUNTY EVALUATION OF THE CONTRACTOR RESPONSE:**_____

Signature of County Representative_____
Date**COUNTY ACTIONS:** _____

_____**THE CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date _____

The Contractor Representative's Signature and Date _____

LIST OF COMMUNITY FACILITIES DISTRICTS, IMPROVEMENT AREAS AND COUNTY IMPROVEMENTS	
CFD 1	
CFD 2	
CFD 3	IMPROVEMENT AREA A
CFD 3	IMPROVEMENT AREA B
CFD 3	IMPROVEMENT AREA C
CFD 4	IMPROVEMENT AREA C
CFD 5	
CFD 6	IMPROVEMENT AREA A
CFD 7	
CI 2656-M	
CI 2656 – ADMINISTRATIVE	
CI 2658-M	
CI 2658 - ADMINISTRATIVE	
CI 2659	

EXHIBITS D THRU L

REQUIRED FORMS

CONTRACTOR'S EEO CERTIFICATIONDavid Taussig & Associates, Inc.**Contractor Name**5000 Birch Street, Suite 6000, Newport Beach, CA 92660**Address**33-0171945**Internal Revenue Service Employer Identification Number****GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self-analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

David Taussig, President**Authorized Official's Printed Name and Title**
Authorized Official's Signature9/13/11
Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

Email Address: _____

COUNTY CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

Email Address: _____

COUNTY CONTRACT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

Email Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S CONTRACT ADMINISTRATOR:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY, AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

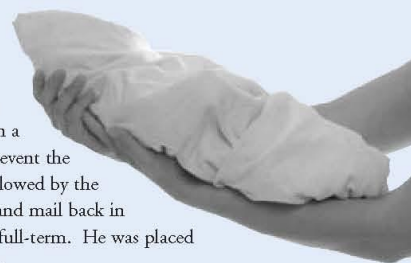
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

J1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

J2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

J3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF
COPYRIGHT

(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for _____,

dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

**REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2011____, before me, the undersigned, a Notary Public in
and for the State of California, personally appeared
_____, personally known to me or proved to me on the
basis of satisfactory evidence to be the _____ of
_____, the corporation that executed the within
Assignment and Transfer of Copyright, and further acknowledged to me that such
corporation executed the within Assignment and Transfer of Copyright pursuant to its
bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

[2.206.010 Findings and declarations.](#)
[2.206.020 Definitions.](#)
[2.206.030 Applicability.](#)
[2.206.040 Required solicitation and contract language.](#)
[2.206.050 Administration and compliance certification.](#)
[2.206.060 Exclusions/Exemptions.](#)
[2.206.070 Enforcement and remedies.](#)
[2.206.080 Severability.](#)

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

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9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)